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COAST COPPER COMPANY
LIMITED

MEMORANDUM AND ARTICLES
—OF—
ASSOCIATION

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"COMPANIES ACT"

REVISED STATUTES OF BRITISH COLUMBIA, 1911

MEMORANDUM OF ASSOCIATION
COAST COPPER COMPANY
LIMITED

1. The name of the Company is "Coast Copper Company, Limited."
2. The Registered Office of the Company will be situate at Trail, in the Province of British Columbia.
3. The objects for which the Company is established are:
 - (a) To purchase from Maurice W. Bacon and William E. Cullen, Junior, thirty-one mineral claims and equipment including stores, supplies and machinery, and an option to purchase fourteen other mineral claims and equipment including stores, supplies, and machinery, all situate in Quatsino Mining Division, Vancouver Island, in the Province of British Columbia, and with a view thereto to enter into the agreement referred to in clause 3 of the Company's Articles of Association with or without modification;
 - (b) To acquire by purchase, lease, hire, discovery, licence, location, or otherwise, and hold mines, mineral claims, mineral leases, prospects, mining lands, coal rights, collieries, oil wells, oil rights, quarries and mining rights of every description, and to work, develop, operate, and turn the same to account, and to sell or otherwise dispose of the same, or any of them, or any interest therein;
 - (c) To dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate, and otherwise treat gold, silver, coal, copper, lead ores or deposits, and other minerals and metallic substances and compounds of all kinds, whether belonging to the Company or not, and to render the same merchantable, and to buy, sell and deal in the same or any of them.
 - (d) To carry on the business of a mining, smelting, milling and refining company in all or any of its branches;
 - (e) To carry on business as timber merchants, saw mill, shingle mill and pulp mill owners, loggers, lumbermen and lumber merchants in all or any of their branches, to buy, sell, prepare for market, manipulate, import, export and deal in saw logs, timber, piles and poles, lumber and wood of all kinds, to manufacture and deal in timber, lumber, shingles, laths, sashes and doors, and all articles and material in the manufacture whereof timber, lumber or wood is used;

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(f) To acquire by purchase, lease, hire, exchange, or otherwise, such timber lands or leases, timber claims, licences to cut timber, surface rights and rights-of-way, water rights and privileges, rights to build tramways, skidways, roads, foreshore rights, wharves, docks, piers, booms, mills, factories, furnaces for smelting and treating ores and refining metals, buildings, machinery, plant, or other real or personal property as may be necessary for or conducive to the proper carrying out of any of the objects of the Company;

(g) To construct, maintain, alter, make, work and operate telegraph and telephone lines, canals, trails, roads, skidways, ways, tramways, bridges, and reservoirs, dams, flumes, race and other ways, water-courses, aqueducts, wells, wharves, piers, furnaces, saw mills, crushing-works, smelting-works, concentrating-works, hydraulic works, coke-ovens, electrical works and appliances, warehouses, buildings, machinery, plant, stores, and other works and conveniences which may seem conducive to any of the objects of the Company; and to construct, equip, maintain, complete and operate by any motive power tramways within the Province of British Columbia;

(h) To clear, manage, farm, cultivate, irrigate, plant, build on, or otherwise work, use or improve any land which, or any interest in which, may belong to the Company; and to deal with any farm or other products thereof, and also to lay out into town-sites the said lands or any parts thereof;

(i) To engage in stock and other farming, and to deal in live stock and all farm products;

(j) To construct, acquire, hold, maintain, use and operate works for the purpose of holding, sorting, storing, delivering and all purposes incidental to the reception, safe-keeping and transmission of timber, saw-logs, pulp, wood and other lumber, and for collecting, driving, rafting, towing and separating the same, and for such purposes to construct such wharves, docks, piers, booms, dolphins, dams, aprons, slides, gates, locks or other works necessary or incidental to the said purposes;

(k) To clear and remove obstructions from any lake, river, creek or stream, and to do all things necessary to make the same clear and fit for rafting and driving thereon logs, lumber, rafts or crafts and for such purposes to blast rocks, deepen channels, remove shoals or other impediments, or otherwise improve the floatability of any river, lake, creek or stream;

(l) To avail itself of and have, hold, exercise and enjoy all rights, powers, privileges, advantages and priorities and immunities created, provided and conferred by the "Water Act," with reference to clearing streams for driving logs, or which may hereafter by any amendment thereto, or by any substitute enactment relating to the improvement of lakes, rivers, creeks or streams be created, provided or conferred;

(m) To buy, own, sell, repair, build, charter, hire and operate steamers, tugs, barges, ships and other vessels, and to employ the same in conveyance of passengers, mails and merchandise of all kinds;

(n) To carry on the business of merchants, carriers by land and water, ship owners, wharfingers, warehousemen, scow owners, barge owners and lightermen and forwarding agents;

(o) To carry on the business of ship owners, barge owners and lightermen in all its branches;

(p) To establish, operate and maintain stores, hotels, boarding houses, trading posts and to carry on a general mercantile business;

(q) To apply for, purchase or otherwise acquire and to use, grant licences or rights in respect of, or otherwise turn to account, any patents, patent rights, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention or process which may seem capable of being used for or in connection with any of the purposes of this Company, or which may seem calculated directly or indirectly to benefit this Company;

(r) To apply for and obtain, under the provisions of the "Water Act" of the Province of British Columbia, or any amendment thereof, or under any other Act or Acts, or to purchase, lease or otherwise acquire water records, water licenses, water rights and franchises;

(s) To construct and operate works as defined by the "Water Act" and to supply and utilize water under the "Water Act" and amending Acts, or any other Act or Acts;

(t) To distribute, sell, supply or use water or water power for mechanical, industrial, irrigation, power, domestic, or any other purposes for which water or other power may be supplied, sold or used, to persons, companies, municipalities and unincorporated localities;

(u) To develop the resources of and turn to account any lands and rights over or connected with timber or other lands belonging to or in which the Company is interested;

(v) To invest, lend and deal with the moneys of the Company not immediately required in such manner and upon such security as may from time to time be determined;

(w) To undertake and carry into effect all such financial, trading or other operations or businesses in connection with the objects of the Company as the Company may think fit;

(x) To acquire and carry on all or any part of the business or property, and to undertake any liabilities of any person, firm or association, or company, possessed of property suitable for the purposes of this Company, or carrying on any business which this Company is authorized to carry on, which can be conveniently carried on in connection with the business of the Company, or may seem to the Company calculated directly or indirectly to benefit this Company, and as the consideration for the same to pay cash or to issue any shares, bonds or obligations of this Company;

(y) To enter into partnership or into any arrangement for sharing profits, and of its interests, co-operation, joint adventure, receipt, or concessions, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted, calculated directly or indirectly to benefit this Company, and to lend money, or guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;

(z) To cause the Company to be registered or recognized in any other Province of Canada or any foreign country or place;

(aa) To sell or dispose of the undertaking of the Company, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company;

(bb) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company;

(cc) To obtain any Act of Parliament, or to apply to the Executive Authority for any order for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests;

(dd) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or expedient for the purposes of its business;

(ee) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such Government or authority any rights, privileges, bounties or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(ff) To borrow or raise money for any purpose of the Company, and for the purpose of securing the same and interest, or for any other purpose, to mortgage or charge the undertaking, or all or any part of the property of the Company, present or after acquired, or its uncalled capital;

(gg) To create, issue, make, draw, accept, indorse, and negotiate perpetual or redeemable bonds, debentures or debenture stock, promissory notes, bills of exchange, bills of lading, warrants, obligations and all other negotiable and transferable instruments;

(hh) To take or otherwise acquire and hold shares in any other company carrying on business capable of being conducted so as directly or indirectly to benefit this Company;

(ii) To distribute any of the property of the Company among its members in specie;

(jj) To pay out of the funds of the Company all expenses of or incurred to the formation, registration, and advertising of the Company, and to remunerate any person or company for services rendered, or to be rendered in placing, or assisting to place, or guaranteeing the placing of any shares in the Company's capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business;

(kk) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with the undertaking, or all or any part of the property and rights of the Company, with power to accept as the consideration any shares, stocks, or obligations of any other company;

(ll) To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them.

It is hereby declared that the intention is, that the objects specified in each paragraph of this clause, except where otherwise explained in such paragraph, shall in nowise be restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

4. The liability of the members is limited.

5. The capital of the Company is One Million Dollars (\$1,000,000.00), divided into Two Hundred Thousand (200,000) shares of Five Dollars (\$5.00) each, with power to increase and divide into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as to payment of dividends, distribution of assets, voting or otherwise.

We, the undersigned persons, whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS		Number of Shares taken by each Subscriber
WILLIAM E. CULLEN, JR.	Attorney Spokane, Wash.	1
MAURICE W. BACON	Mining Engineer Spokane	1
RICHARD R. ROUSSEVEL	Accountant Vancouver, B. C.	1
REGINALD GRUBB	Sales Manager Victoria, B. C.	1
WALKER B. CARROLL	Accountant Spokane, Wash.	1

Dated this 15th day of September, A. D., 1916.

Witness to the above signatures:

GORDON M. CAMPBELL,
Student-at-Law,
Victoria, B. C.

"COMPANIES ACT"

REVISED STATUTES OF BRITISH COLUMBIA, 1911

ARTICLES OF ASSOCIATION

—OF—

**COAST COPPER COMPANY
LIMITED**

INTERPRETATION.

1. In these presents, unless there shall be something in the subject or context inconsistent therewith:—

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by Section 77 of the Companies Act.

"Member" means a shareholder of the Company.

"The Directors" means the Directors for the time being.

"The office" means the registered office for the time being of the Company.

"The Register" means the register of members to be kept pursuant to section 33 of the Companies Act.

"Month" means calendar month.

Words importing the singular number only, include the plural, and *vice versa*.

Words importing the masculine gender only, include the feminine gender.

Words importing persons include corporations.

2. The regulations contained in Table A in the first Schedule to the Companies Act, shall not apply to the Company.

3. The Company shall forthwith enter into an agreement with Maurice W. Bacon and William E. Cullen, Junior, in the terms of the draft, a copy whereof has, for the purposes of identification, been subscribed by H. G. Lawson, a solicitor of the Supreme Court, and the Directors shall carry the said agreement into effect with full power, nevertheless, from time to time to agree to any modification of the terms of such agreement, either before or after the execution thereof.

4. The basis on which the Company is established is that the Company shall acquire the property comprised in the said agreement on the terms therein set forth, subject to any such modifications (if any) as aforesaid, and that the vendors therein named are to appoint the first Directors of the Company, and accordingly it shall be no objection to the said agreement that the vendors as promoters stand in a fiduciary position towards the Company, or that they have not in the circumstances constituted an independent board, and every member of the Company, present and future, is to be deemed to join the Company on this basis.

BUSINESS.

5. The Company may commence business notwithstanding that any part of the capital may remain unallotted or unsubscribed.

SHARES AND MEMBERSHIP.

6. The shares, save as to matters hereinafter specifically mentioned, shall be under the control of the Directors.

7. No share shall be issued at a discount and none of the funds of the Company shall be employed in the purchase of or lent on shares of the Company.

8. If the Company shall offer any of its shares to the public for subscription:—

(a) The Directors shall not make any allotment thereof unless and until at least five per cent. of the shares so offered shall have been subscribed and the sums payable on application shall have been paid to and received by the Company, but this provision is no longer to apply after the first allotment of shares allotted to the public for subscription has been made;

(b) The amount payable on application on each share so offered shall not be less than five per cent. of the nominal amount of shares.

If the Company does not offer any of its shares to the public for subscription, no allotment shall be made in the case of the first allotment of share capital payable in cash, unless a minimum subscription of two of the shares of the Company have been subscribed and an amount not less than five per cent. of the nominal amount of each share payable in cash has been paid to and received by the Company.

9. As regards all allotments of shares which from time to time shall be made, the Directors shall duly comply with Section 97 of the Companies Act.

10. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

11. If by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

12. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share, but except in that respect and as to the power of voting hereinafter contained, the only person recognized by the Directors as the holder of that share shall be the person, whose name for the time being stands first on the register.

13. If several persons are registered as joint holders of any share, they shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

14. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognize any partial, equitable, future or contingent interest in any share, or any liability in respect of any share, other than the interest and liability to the Company of such registered holder.

CERTIFICATES.

15. The certificate of title to shares shall be issued under the seal of the Company, and signed by one Director of the Company, and countersigned by the Secretary, Assistant Secretary, or some other person appointed by the Directors.

16. Every member shall be entitled to one certificate for the shares registered in his name, or to several certificates, each for a part of such shares.

Every certificate of shares shall specify the number of the share in respect of which it is issued and the amount paid up thereon.

17. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

18. For every certificate issued under the last preceding clause, there shall be paid to the Company the sum of 50 cents, or such smaller sum as the Directors may determine.

19. The certificates of shares registered in the name of two or more persons shall be delivered to the person first named on the register.

CALLS.

20. The Directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

21. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

22. Twenty-one days' notice of any call shall be given, specifying the time and place of payment and to whom such call shall be paid.

23. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at such rate, not exceeding 10 per cent. per annum, as the Directors may determine, from the day appointed for payment thereof to the time of the actual payment.

24. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register of members as the holder or one of the holders of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member sued, in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

25. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for; and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

26. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company, by reason of such non-payment.

27. The notice shall name a day (not being less than 21 days from the date of the notice), and a place, or places, in or at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to forfeiture.

28. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of the calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

29. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register.

30. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot and otherwise dispose of the same in such manner as they think fit, and such share shall continue to bear the number by which it was distinguished prior to the forfeiture.

31. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.

32. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest, and expenses owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at ten per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

33. The Company shall have a first and paramount lien upon all the shares other than fully paid up shares registered in the name of each member (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for payment, fulfilment, or discharge thereof shall have actually arrived or not. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

34. For the purpose of enforcing such lien, the Directors may sell the shares, subject thereto, in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him, or them, in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

35. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements and the residue (if any) paid to such member, his executors, administrators or assigns.

36. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceeding, or to the application of the purchase money, and after his name has been entered on the register, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.

TRANSFER AND TRANSMISSION.

37. The instrument of transfer of any share in the Company shall be executed by the Transferor, and the Transferor shall be deemed to remain the holder of such share until the name of the Transferee is entered in the Register in respect thereof. In the case of a transfer of shares not fully paid up, the transfer shall contain an acceptance by the Transferee of the shares and be executed by the Transferee.

38. The instrument of transfer of any share shall be in writing in the usual common form, or as near thereto as circumstances and the requirements of the last preceding clause will admit.

39. Before registration of any transfer the instrument of transfer shall be left at the Registered Office of the Company, together with the certificate of the shares to be transferred, and with such other evidence (if any) as the Directors may require to prove the title of the Transferor, and the transfer shall thenceforward be kept by the Company.

40. There shall be paid to the Company in respect of the registration of any transfer such fee, not exceeding fifty cents, as the Directors deem fit.

41. The Directors may refuse to register any transfer of shares while any call thereon remains due and unpaid.

42. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole, thirty days in each year.

43. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member; and in the case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares.

44. Any person who has become entitled to a share in consequence of the death or bankruptcy of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may, subject to the regulations as to transfers herebefore contained, transfer such shares. This clause is hereinafter referred to as the transmission clause.

INCREASE AND REDUCTION OF CAPITAL.

45. The Company in General Meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient.

46. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as (subject to the Companies Act) the general meeting resolving upon the creation thereof shall direct, and if no direction be given as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

47. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance to all of the then members, in proportion to the amount of the capital held by them, or make other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original capital.

48. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payments of calls and instalments, transfer and transmission, sale, lien and otherwise.

49. The Company may, from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise. And the Company may also, by special resolution, subdivide or consolidate its shares or any of them.

MODIFICATION OF RIGHTS

50. Whenever the capital, by reason of the issue of preference shares or otherwise is divided into classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the issued shares of the class or is confirmed by an extraordinary resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings, shall *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding, or representing by proxy, three-fourths of the nominal amount of the issued shares of this class. This Article is not to derogate from any power the Company would have had if this Article were omitted.

BORROWING POWERS.

51. The Directors may, from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the Company.

52. The Directors may, at their discretion, raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and, in particular, by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future).

53. Debentures, debenture stock, and other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.

54. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

55. The Directors shall cause a proper register to be kept in accordance with Section 106 of the Companies Act, of all mortgages and charges specifically affecting the property of the Company; and shall duly comply with the requirements of Section 102 of the said Act in regard to the registration of mortgages and charges therein specified and otherwise.

GENERAL MEETINGS.

56. The Statutory Meeting of the Company shall, as required by Section 73 of the Companies Act, be held at such time, not being less than one month or more than three months from the date at which the Company shall be entitled to commence business, and at such place as the Directors may determine, and the Directors shall comply with the other requirements of that section as to the report to be submitted and otherwise.

57. Subsequent General Meetings shall be held at least once in the year 1917, and in every subsequent year at such time and place as may be prescribed by the Company in General Meeting, and if no other time or place is prescribed then on the second Wednesday in the month of October in every such year, at such place within the Province of British Columbia as may be determined by the Directors.

58. The General Meetings referred to in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

59. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by members holding in the aggregate not less than one-fifth of the whole number of shares for the time being issued, upon which all calls or other sums then due have been paid, convene an Extraordinary General Meeting.

60. Any such requisition shall specify the object of the meeting required, and shall be signed by the members making the same, and left at the registered office of the Company. It may consist of several documents in like form each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisition, and if convened otherwise than by the Directors, for those purposes only.

61. In case the Directors for 14 days after receipt of such requisition fail to convene an Extraordinary General Meeting to be held within 21 days after such receipt, the requisitionists or a majority of them in value may themselves convene an Extraordinary General Meeting, but any meeting so convened shall not be held after three months from the date of leaving the requisition. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit of confirming it as a special resolution; and if the Directors do not convene the meeting within seven days from the date of the passage of the first resolution the requisitionists, or a majority in value, may themselves convene the meeting.

62. Any Meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which Meetings are to be convened by Directors.

63. Seven days' notice at least of every General Meeting, specifying the place, day, and hour of meeting, and, in case of special business, the general nature of such business, shall be given to the members in manner hereinafter provided, but the non-receipt of such notice by any member shall not invalidate the proceedings of any General Meeting. With the consent in writing of all the members, a meeting may be convened by a shorter notice and in any manner they see fit.

64. Where it is proposed to pass a Special Resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

65. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

66. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Ordinary General Meeting, with the exception of the consideration of the accounts and balance sheet, the reports of the Directors and Auditors, the election of Directors and other officers in place of those retiring, the sanctioning of dividends and such other business as under these presents ought to be transacted at an Ordinary Meeting, or any business which is brought under consideration by the report

of the Directors issued with the notice convening the meeting. In the event of any failure to hold the annual general meeting at the prescribed period, any business which ought to have been transacted thereat, may be transacted at an Extraordinary General Meeting specially convened for that purpose.

67. A quorum for a General Meeting shall be two members personally present.

68. No business, other than the election of a Chairman and the adjournment of the meeting, shall be transacted at any General Meeting unless the quorum requisite is present in person at the time when the meeting proceeds to business, except only as hereinafter provided.

69. If within half an hour from the time appointed for the meeting, the required number of shareholders be not present, the meeting, if convened by shareholders, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other subsequent day and hour as the members then present shall determine.

70. At any adjourned General Meeting originally convened by the Directors, with or without requisition from members, the members present, whatever their number, shall have power to decide on all matters which might have been disposed of at the meeting from which the adjournment took place, if a quorum had been present thereat.

71. The Chairman (if any) of the Board of Directors, or one of the Directors, shall preside as Chairman of every meeting of the Company.

72. If there is no such Chairman, or if at any meeting no Director be present at the time of holding the meeting, the shareholders present shall choose one of their number to be Chairman.

73. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

74. Every question shall be decided by a show of hands unless a poll is directed by the Chairman or demanded by at least one shareholder, and the Chairman shall declare to the meeting the decision of every question in accordance with the result of the show of hands or the poll, and such decision shall be entered in the book of proceedings of the Company; and a statutory declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

75. If a poll be demanded, it shall be taken in such manner as the Chairman directs, and either at once or after an interval or adjournment or otherwise, and the result of such poll shall be deemed to be a resolution of the meeting at which the poll was demanded. In case of an equality of votes (either on a show of hands or on a poll) at any General Meeting the Chairman shall be entitled to a second or casting vote.

76. Any poll demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting and without adjournment.

77. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

78. On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every share held by him. Where a corporation, being a member, is present by a proxy who is not a member, such proxy shall be entitled to vote for such corporation on a show of hands.

VOTES OF MEMBERS.

79. No member shall be entitled to vote at any General Meeting, other than the statutory meeting, unless all calls and interest due from him have been paid, and unless he has been registered as the holder of the shares in respect of which he proposes to vote.

80. Any person entitled under the transmission clause to transfer any shares, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that twenty-four hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

81. Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointer, or if such appointer be a corporation under its common seal, but in the event of a proxy being given by any joint holder of a share or shares such proxy shall have no effect if any other of such joint holders is present at the meeting for which such proxy may have been given.

82. No appointment of a proxy shall be valid at the expiration of twelve months from its date except that it may be used on any adjournment of the meeting for which it was originally intended to be given, and except in the case of any shareholder residing outside of the Province of British Columbia who may deposit in the office of the Company an instrument of proxy for all valid meetings whatsoever during such residence out of the said Province and until revocation.

83. Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will allow, be in the form or to the effect following --

I of
being a member of Coast Copper Company,
Limited, hereby appoint of
[or failing him of] as my proxy
to vote for me and on my behalf at the (ordinary or extraordinary, as the case
may be) general meeting of the Company to be held on the ... day of
19...., and at any adjournment thereof [or at any meeting of the Company
that may be held during the twelve months immediately succeeding the date
hereof, or during my residence out of the Province of British Columbia or
until revocation hereof].

As witness my hand this day of 19....
Signed by the said in the presence of

DIRECTORS.

84. Any resolution passed by the Directors, notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given, and which shall, within one month after it shall have been so passed, be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting; but this clause shall not apply to a resolution for winding up the Company, or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by special or extraordinary resolution.

85. The number of Directors shall not be less than two nor more than seven, and no person shall be a Director unless he is a member of the Company.

86. The first Directors shall be appointed by the subscribers hereto, or the majority of them, by an instrument in writing under their hands. Until such appointment the subscribers to the Memorandum shall be deemed for all purposes to be the Directors, and may exercise all powers of the Directors.

87. The qualification of a Director shall be the holding of one share in the Company.

88. A first Director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so, he shall be deemed to have agreed to take the said shares from the Company, and the same shall be forthwith allotted to him accordingly.

89. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in General Meeting may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine, and in default of such determination within the year equally.

90. The continuing Directors may act notwithstanding any vacancy in their body.

DISQUALIFICATION OF DIRECTORS

91. The office of Director shall be vacated

If he ceases to be a member of the Company

If he becomes bankrupt, insolvent, or compounds with his creditors

If he be declared lunatic or becomes of unsound mind

If by notice in writing to the Company he resigns his office

92. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid; and if he do so vote, his vote shall not be counted (but this prohibition shall not apply to the agreement mentioned in clause 3 hereof or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity, or to a settlement or set-off of cross-claims, and it may at time or times be suspended or relaxed to any extent by a General Meeting).

93. A Director of this Company may be, or become a Director of any Company promoted by this Company, or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such Company.

RETIREMENT AND ELECTION OF DIRECTORS.

94. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

95. At the Ordinary General Meeting to be held in the year 1917, and at every succeeding Ordinary General Meeting, the whole of the Directors shall retire from office, and the Company at every such General Meeting shall

fill up the vacated offices by electing a like number of duly qualified members as Directors, and whenever the number of such retiring Directors is less than the maximum number for the time being prescribed by these articles, may also elect such further number of persons (if any) as the Company shall then determine, but so that the total number of Directors elected shall not exceed such maximum. A retiring Director shall be eligible for re-election.

96. If, at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up, shall, if willing, continue in office until the ordinary meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting (on due notice) to reduce the number of Directors.

97. The Company in General Meeting may from time to time increase or reduce the number of Directors and may alter their qualification.

98. The Company may by extraordinary resolution remove any Director before the expiration of his period of office and appoint another person in his stead; the person so appointed shall hold office during such term only as the Director in whose place he is appointed held office, and he shall be deemed to be had not been removed.

99. The Directors shall have power at any time to appoint any qualified person as a Director in place of or as an addition to the Directors, but no Director so appointed shall hold office at any time except at the next General Meeting of the Company after his appointment.

100. The Company is to keep at its office a list of the names and addresses and occupations of its Directors and Managers, and to send to the Registrar of Joint Stock Companies a copy of such list, and shall from time to time notify the Registrar of any change in such Directors or Managers, as required by the Companies Act.

PROCEEDINGS OF THE DIRECTORS

101. The Directors may meet together at any time and place, and may adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Votes may be given either personally or by proxy. The proxy must be one of the Directors and must be signed by the Director in whose hand of the appointer and filed with the Secretary. A particular form of proxy shall be necessary and it shall be valid for the meetings only. Until otherwise determined by the Directors, the meetings of the Directors shall be a quorum. A Director interested in a contract or arrangement shall not be counted in the quorum notwithstanding his interest.

102. A Director may at any time, and the Company may at any time, request a meeting of the Directors, and the Director so requested shall, if he is not in the Province of British Columbia, give notice of a meeting of the Directors to the other Directors. Questions of business shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote.

103. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

104. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities,

powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

105. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

106. The meetings and proceedings of any such committee consisting of two or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulation made by the Directors, under the last preceding clause.

107. All acts done by any meeting of the Directors or by a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

108. Any Director of the Company may file with the Secretary a writing, waiving notice of any meeting of the Directors being sent to him, and agreeing to ratify and confirm any business transacted at any meeting of the Directors, though he may not be present at such meeting, and though no notice has been sent him of such meeting, and any and all meetings of the Directors of the Company so held, (provided a quorum of the Directors be present) shall be valid and binding upon the Company.

109. A resolution in writing, signed by all the Directors personally, shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

MINUTES

110. The Directors shall cause minutes to be duly entered in books provided for the purpose:

- (a) Of all appointments of officers made by the Directors
- (b) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors
- (c) Of all orders made by the Directors and committees of Directors; and
- (d) Of all resolutions and proceedings of general meetings, and of meetings of the Directors and committees.

and any such minutes as aforesaid, if signed by the chairman of any meeting of the Company, or of the Directors or of any committee of Directors shall be receivable in evidence without further proof.

POWERS OF DIRECTORS

111. The business of the Company shall be conducted by the Directors who shall superintend and control the management, and may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by statute expressly directed or required to be exercised or done by the Company in general meeting; but subject nevertheless, to the provisions of the statute, and of these Articles, and to any regulations from time to time made by the Company in general meeting, provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

112. In particular, and by way of explanation, and without in any way prejudicing the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers; that is to say, power:

- (1) To pay the costs, charges, and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company
- (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit
- (3) At their discretion, to pay for any property, rights or privileges acquired by, or services rendered to, the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged
- (4) To appoint, and at their discretion to remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary, or special services as they may from time to time think fit, and to determine their duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit
- (5) To determine who shall be entitled to sign on the Company's behalf notes, receipts, acceptances, indorsements, cheques, releases, drafts and documents on behalf of the Company
- (6) To appoint one or more trustee or trustees to hold land, or for any other purposes, on behalf of the Company.
- (7) To form, promote, establish and bring out, or to join and assist in forming, promoting, establishing and bringing out any other company or companies having objects similar or partly similar to those of this Company, and to sell and dispose of to such company or companies, or to any other company or companies, the undertaking of the Company and all its property and effects or any part thereof, or to amalgamate the business of the Company with that of any other company, whose liability is limited, upon such terms as may to the Directors seem desirable, but subject, as to any sale of the undertaking or amalgamation of the business, to the approval of the shareholders by special resolution
- (8) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments
- (9) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company
- (10) Before recommending any dividend to write off such sum as they think proper for depreciation, and also to set aside, out of the profits of the Company, such sums as they think proper as a Reserve Fund to meet contingencies, or for equalizing dividends, or for payment of special dividends or bonuses, or for the payment or gradual liquidation of any debt or liability of the Company or for repairing, improving, maintaining or adding to the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, without being liable for any loss or depreciation in consequence of such investments; and from time to time to deal with and vary such investments,

and dispose of all or any part thereof for the benefit of the Company, and to divide the Reserve Fund into such special funds as they think fit with full power to employ the assets constituting the Reserve Fund in the business of the Company and that without being bound to keep the same separate from the other assets

MANAGING DIRECTOR

113. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he, or they, is or are, to hold such office, and the majority of the Directors may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

114. The Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall, ipso facto, and immediately, cease to be Managing Director.

115. The remuneration of a Managing Director shall, from time to time, be fixed by the Directors, and may be by way of salary, or commission, or participation in profits only, or by any or all of those modes.

116. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors, as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they think expedient; and they may confer such powers, either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and during his continuance in office, such Managing Director shall continue to exercise such powers.

THE SEAL

117. The Directors shall forthwith provide a common seal for the Company, and they shall have power from time to time to destroy the same, and substitute a new seal in lieu thereof.

118. The Directors shall provide for the safe custody of the seal, which shall never be used except in pursuance of a resolution of the Directors and in the presence of one Director, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

ANNUAL RETURNS.

119. The Company shall make the requisite annual returns in accordance with Section 34 of the Companies Act.

DIVIDENDS

120. Subject as aforesaid, the profits of the Company shall be divisible among the members in proportion to the amounts paid on the shares held by them respectively. Provided that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

121. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors, and no dividend shall be payable except out of the profits arising from the business or out of other income of the Company, or bear interest against the Company.

122. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

123. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

124. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this clause shall be deemed ordinary business of an ordinary General Meeting which declares a dividend.

125. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company, or in any one or more of such ways, and the Directors shall give effect to such resolution; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in Trustees upon such trusts for the persons entitled as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with Section 97 of the Companies Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointments shall be effective.

126. The Directors may, from time to time, pay to the members such interim dividends as in their judgment the position of the Company justifies, and in paying dividends, interim or otherwise, may give effect to any preference or priority or other agreement attached to any share, on the issue thereof.

127. The Directors may retain and apply the dividends payable to any member in or towards satisfaction of all such sums of money as may be due from him to the Company on any account whatsoever.

128. Notice of the declaration of a dividend, whether interim or otherwise, shall be given to each member in manner hereinafter mentioned.

129. A transfer of shares shall not pass the right to any dividend thereon before the registration of the transfer.

130. The Directors may retain the dividends payable upon the shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

131. Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

132. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

133. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit

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of the Company until claimed, and all dividends unclaimed for five years after having been declared may be forfeited by the Directors for the benefit of the Company.

ACCOUNTS.

134. The Directors shall cause true accounts to be kept of all the receipts, credits, payments, stock in trade, property, assets and liabilities of the Company and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner as the Directors think fit, and to the satisfaction of the Auditors.

135. The books of accounts shall be kept at the office or at such other place or places as the Directors think fit.

136. The Directors shall, from time to time, determine whether and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the members; and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors, or by a resolution of the Company in General Meeting.

137. At the Ordinary Meeting in the year 1917 and in each subsequent year the Directors shall lay before the Company a balance sheet, containing a summary of the property and liabilities of the Company, made up to a date not more than four months before the meeting, from the time when the last preceding account and balance sheet were made up, or, in the case of the first account and balance sheet, from the incorporation of the Company.

138. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained; and the account, report, and the balance sheet shall be signed by two Directors and countersigned by the Secretary.

AUDIT.

139. Once at least in every year (except the year 1916) the accounts of the Company shall be examined, and the correctness of the profits and loss account and balance sheet ascertained by one or more auditor or auditors.

140. The Company, at each Ordinary General Meeting, shall appoint an auditor or auditors to hold office until the next Ordinary General Meeting, and the following provisions shall have effect, that is to say:—

(1.) If an appointment of auditors is not made at any Ordinary General Meeting the Lieutenant-Governor in Council may, on the application of any member of the Company, appoint an auditor for the current year and fix the remuneration to be paid to him by the Company for his services.

(2.) A Director or officer of the Company shall not be capable of being appointed auditor of the Company.

(3.) A person, other than a retiring auditor, shall not be capable of being appointed auditor at an Ordinary General Meeting unless notice of an intention to nominate that person to the office of auditor has been given by a shareholder to the Company not less than fourteen days before the meeting, and the Company shall send a copy of any such notice to the retiring auditor, and shall give notice thereof to the shareholders, by mailing such notice to the shareholders at their registered places of address, not less than seven days before the meeting.

Provided that if, after notice of the intention to nominate an auditor has been so given, an Ordinary General Meeting is called for a date fourteen days

or less after the notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purpose thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Ordinary General Meeting.

(4.) The first auditors of the Company may be appointed by the Directors before the statutory meeting, and if so appointed shall hold office until the first Ordinary General Meeting unless previously removed by a resolution of the shareholders in General Meeting, in which case the shareholders at that meeting may appoint auditors.

(5.) The Directors may fill any casual vacancy in the office of auditor, but while any such vacancy continues the surviving or continuing auditor or auditors (if any) may act.

141. The remuneration of the auditors shall be fixed by the Company in General Meeting, except that the remuneration of any auditors appointed before the statutory meeting or to fill any casual vacancy may be fixed by the Directors.

142. (1) Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

(2.) The auditors shall make a report to the shareholders on the accounts examined by them, and on every balance-sheet laid before the Company in General Meeting during their tenure of office, and the report shall state:—

- (a.) Whether or not they have obtained all the information and explanations they have required; and
- (b.) Whether in their opinion the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shewn by the books of the Company.

(3.) The balance sheet shall be signed on behalf of the board by two of the Directors of the Company, or if there is only one Director, by that Director, and the auditors' report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the Company in General Meeting, and shall be open to inspection by any shareholder.

Any shareholder shall be entitled to be furnished with a copy of the balance sheet and auditors' report at a charge not exceeding ten cents for every hundred words.

NOTICES.

143. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address.

144. Each holder of registered shares, whose registered place of address is not in the Province of British Columbia, may from time to time notify in writing to the Company an address in the Province of British Columbia, which shall be deemed his registered place of address within the meaning of the last preceding clause.

145. As regards those members who have no registered place of address, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

146. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisement.

147. Any notice required to be, or which may be given by advertisement, shall be advertised once in two daily newspapers published in Victoria, B.C.

148. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

149. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office. And a certificate in writing, signed by any manager, secretary or other officer of the Company, that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

150. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share or stock which, previously to his name and address being entered on the register, shall be duly given to the person from whom he derives his title to such share or stock.

151. Any notice or document delivered or sent by post to, or left at the registered address of, any member, in pursuance of these presents, shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents, be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

152. The signature to any notice to be given by the Company may be written or printed.

153. When a given number of days' notice, or a notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

154. In the event of a winding-up of the Company in British Columbia, every member of the Company who is not for the time being in British Columbia shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some householder in Victoria, B.C., upon whom all summonses, notices, process orders and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such member by advertisement in the "Victoria Colonist" newspaper, or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

DISSOLUTION.

155. If the Company in Extraordinary Meeting shall resolve on dissolution and voluntary winding up for the purpose of amalgamation with another company, or for any other purpose whatsoever, an event on which the Company is to be dissolved within the meaning of Sub-section 1, of Section 226 of the Companies Act, shall be deemed to have occurred.

156. If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding-up, or the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up, paid up, or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

157. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.

(2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories, and in particular any class may be given preferential or special rights or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 236 of the Companies Act.

(3) In case any shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the extraordinary resolution, by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds, and the liquidator shall, if practicable, act accordingly.

158. No Director, Auditor or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency, or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default, or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

WILLIAM E. COLLEN, JR.	Attorney, Spokane, Wash.
MAURICE W. BAUGH	Mining Engineer, Spokane, Wash.
RICHARD R. ROUSSEAU	Accountant, Vancouver, B. C.
REGINALD GRUBB	Sales Manager, Victoria, B. C.
WALKER B. CARROLL	Accountant, Spokane, Wash.

Dated this 15th day of September, A. D., 1916.

Witness to the above signatures:

GORDON M. CAMPBELL,
Student-at-Law,
Victoria, B. C.

THE COMPANIES ACT
REVISED STATUTES OF BRITISH COLUMBIA, 1911

Coast Copper Company
LIMITED

Memorandum and Articles
of Association

Incorporated the 15th day of September, 1916

B. DOWELL & LAWSON
VICTORIA, B. C.